

EXHIBIT A

AMENDMENT TO SETTLEMENT AGREEMENT

This Amendment to Settlement Agreement (“Amended Agreement”) is made by and between the Grace Parties and the Royal Parties (collectively, the “Parties”).

WITNESSETH THAT:

WHEREAS, the Parties entered into a Settlement Agreement (“Agreement”), executed on behalf of the Grace Parties and the Royal Parties on June 17, 2009; and

WHEREAS, Section II of the Agreement contemplated that the Royal Parties would pay the Settlement Amount into an Escrow Account following the Trigger Date, which was expected to occur prior to the Effective Date of the Plan;

WHEREAS, the Trigger Date was delayed and the Parties desire to amend the Agreement to allow the Royal Parties to pay the Settlement Amount directly to the Trust without the need to establish an Escrow Account;

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

I. DEFINITIONS

Capitalized terms not otherwise defined in this Amended Agreement shall have the same meaning as in the Agreement.

A. **“Amended Agreement Approval Order”** means an order of the Bankruptcy Court, to be entered in the Bankruptcy Case, in form and substance satisfactory to the Parties which shall, among other things: (1) approve this Amended Agreement and the compromise and settlement memorialized herein; and (2) authorize and approve, as of the Release Date, the designation of the Royal Affiliated Companies as Settled Asbestos Insurance Companies under the Joint Plan of Reorganization who have satisfied all requirements necessary to be deemed Asbestos Protected Parties with respect to the Subject Insurance Policies, entitling them to the

full benefits and protections of the Asbestos PI Channeling Injunction contemplated by the Joint Plan of Reorganization and such other benefits and protections as are afforded under the Joint Plan of Reorganization with respect to the Subject Insurance Policies.

B. The definition of "Release Date" in Section I.MM. of the Agreement is deleted in its entirety and replaced with the following definition: "**Release Date**" means the date when the Settlement Amount has been paid to the Trust in accordance with Section II.A. of this Amended Agreement.

C. "**Royal Parties**" means Arrowood Indemnity Company, individually, and as corporate successor-in-interest to Royal Indemnity Company, and its parent company Arrowpoint Capital Corp., and Royal Indemnity Company, together with all other Royal Parties as that term is defined in the Agreement.

II. PAYMENT OF SETTLEMENT AMOUNT

A. Subsections II.A. through II.C. of the Agreement are deleted in their entirety and replaced by the following: Within ten (10) calendar days of the Effective Date or the date when the Amended Agreement Approval Order becomes a Final Order, whichever is later, Arrowood Indemnity Company shall pay the Settlement Amount to the WRG Asbestos PI Trust. Such payment shall be by wire transfer in accordance with the following instructions:

The Northern Trust Company
50 South LaSalle Street
Chicago, IL 60603
ABA: 071000152
General Ledger Account: 5186061000
For Further Credit Account: 26-19625

Alternatively, payment may be made by cashier's check or other instrument that provides immediate same-day-available funds, payable to the WRG Asbestos PI Trust, and directed as follows:

c/o Thomas J. O'Shea
Vice President, Corporate Group
Northern Trust
50 South LaSalle Street
Chicago, IL 60603
Phone (312) 444-5677
Mobile (312) 714-4596

Only Arrowood Indemnity Company, and no other party, is obligated to pay the Settlement Amount.

B. Subsection II.E. of the Agreement is deleted in its entirety and replaced by the following: Subject to the terms and conditions of the Agreement and the Amended Agreement, and subject to the Approval Order and Amended Agreement Approval Order having become Final Orders, the Settlement Amount is the total amount the Royal Released Parties are obligated to pay to the Grace Parties or the Trust on account of any and all Claims of any kind alleged to be covered by the Subject Insurance Policies. Effective upon the Release Date, the Parties shall treat all limits of liability of the Subject Insurance Policies, including all per occurrence and aggregate limits, as fully exhausted.

III. BANKRUPTCY-RELATED PROVISIONS

A. Motion to Approve Amended Agreement. Promptly following the execution of this Amended Agreement by all Parties, the Reorganized Debtors will prepare and file a motion seeking approval of the Amended Agreement by the Bankruptcy Court. The Reorganized Debtors will use their reasonable best efforts promptly to obtain approval of this Amended Agreement by the Bankruptcy Court. The Royal Parties will cooperate with the Reorganized Debtors in obtaining the Bankruptcy Court's approval. If, for any reason, the Amended Agreement is not approved or the Amended Agreement Approval Order does not become a Final Order, the Parties agree that they revert to and are bound by the Agreement, which has been approved by the Court, and the Agreement remains in full force and effect.

B. Elimination of Notice of Effective Date and Trigger Date Provision. Subsection III.H. of the Agreement is deleted in its entirety.

IV. TERMINATION OF AGREEMENT AND AMENDED AGREEMENT

A. Subsection VIII.A.(7) of the Agreement is deleted and replaced with the following: The Agreement and Amended Agreement shall become null and void in the event that Arrowood Indemnity Company fails to make the payment required by Subsection II.A. of this Amended Agreement. If the Reorganized Debtors contend that the Royal Parties have failed to comply with Subsection II.A of this Amended Agreement, the Reorganized Debtors shall provide the Royal Parties with written notice and allow the Royal Parties three business days to cure any non-compliance.

V. NOTICE

Section XIV. of the Agreement is amended as follows: The contact information for the Futures Representative is deleted and replaced with the following:

If to the Futures Representative:

Roger Frankel
Frankel Wyron LLP
2101 L Street, NW
Suite 800
Washington, DC 20037
Telephone: (202) 903-0700
Facsimile: (202) 627-3002

With a copy to:

Richard Wyron
Frankel Wyron LLP
2101 L Street, NW
Suite 800
Washington, DC 20037
Telephone: (202) 903-0700
Facsimile: (202) 627-3002

VI. MODIFICATION

This Amended Agreement may be amended, modified, superseded, or canceled, and any of the terms hereof may be waived, only by a written instrument which specifically states that it amends, modifies, supersedes, or cancels this Amended Agreement, executed by or on behalf of all Parties or, in the case of a waiver, by or on behalf of the Party waiving compliance.

VII. CONDITIONS PRECEDENT

Subsection XXII.B. of the Agreement is deleted in its entirety and replaced with the following: Consummation of the transactions contemplated by the Agreement and the Amended Agreement is expressly conditioned upon (1) entry of the Amended Agreement Approval Order; (2) the Amended Agreement Approval Order becoming a Final Order; and (3) the occurrence of each of the Effective Date and the Release Date

VIII. EFFECT OF AMENDED AGREEMENT

Except as expressly amended by this Amended Agreement, all terms of the Agreement remain in full force and effect.

IX. EXECUTION

This Amended Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amended Agreement by their authorized representatives as of the date set forth with the respective signatures below:

**FOR EACH OF THE GRACE PARTIES
(conditioned upon the entry of the Amended
Agreement Approval Order)**

By: Richard C. Finke

Name: RICHARD C. FINKE

Title: VICE PRESIDENT AND
ASSOCIATE GENERAL COUNSEL

Date: 2-5-2014

FOR EACH OF THE ROYAL PARTIES

By: _____

Name: _____

Title: _____

Date: _____

IX. EXECUTION

This Amended Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amended Agreement by their authorized representatives as of the date set forth with the respective signatures below:

**FOR EACH OF THE GRACE PARTIES
(conditioned upon the entry of the Amended
Agreement Approval Order)**

By: _____

Name: _____

Title: _____

Date: _____

FOR EACH OF THE ROYAL PARTIES

By:  _____

Name: Richard T. Ringley

Title: Litigation Director

Date: February 4, 2014